



STEVE COOLEY
LOS ANGELES COUNTY DISTRICT ATTORNEY

18000 CLARA SHORTRIDGE FOLTZ CRIMINAL JUSTICE CENTER
210 WEST TEMPLE STREET LOS ANGELES, CA 90012-3210 (213) 974-3501

December 28, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**AUTHORIZATION OF A ONE-YEAR AGREEMENT BETWEEN THE
LOS ANGELES COUNTY DISTRICT ATTORNEY AND THE CITY OF LANCASTER
FOR THE LANCASTER COMMUNITY PROSECUTION PROGRAM (LCPP)
(5th DISTRICT) (3-VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Instruct the Chair to sign the enclosed Agreement between the Los Angeles County District Attorney's Office (County) and the City of Lancaster (City) for the LCPP. The City will provide \$140,000 in compensation to the District Attorney's Office for the period January 1, 2005 through December 31, 2005. The \$140,000 represents a partial offset of the total program costs for the agreement period. The remaining \$22,086 in funding will be provided by the District Attorney. The total program cost is \$162,086.
2. Authorize the District Attorney, or his designee, on behalf of the County of Los Angeles, to serve as Project Director for the LCPP, and to execute and approve up to four one-year extensions to the Agreement, including amendments and augmentations to any program goals or objectives, or budget revision to the program that do not affect the net County cost of the Agreement upon mutual agreement of the County and City.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The County maintained a community prosecutor in the City from March 2002 through May 2004 funded by a Bureau of Justice Administration (BJA) implementation and demonstration grant. The Deputy District Attorney III (DDA III) assigned to the City program was moved to another assignment within the District Attorney's Office when funding ceased in June 2004. The City seeks to continue the suite of proactive anti-crime measures known as the Lancaster Community Appreciation Project (LAN-CAP), developed with the help of the community prosecutor. The LCPP will continue the proactive anti-crime measures which aim to address quality of life issues concerning narcotics, prostitution, gang activity, and parolees at large, and to demonstrate the effectiveness of community prosecution as a viable solution to these concerns. The DDA III assigned to the program provides technical assistance to Sheriff's personnel handling forfeiture proceedings, prosecutions, and other procedures deemed appropriate by the parties to this Agreement. This Agreement will provide the services of a DDA III to the City for this purpose. All services provided shall be consistent with the laws of the State of California, and the guidelines of the County and the City.

Implementation of Strategic Plan Goals

The focus of this program is consistent with the County's Vision and Strategic Plan in that it supports the County's "philosophy of teamwork and collaboration".

This program creates a partnership between the District Attorney's Office and the City of Lancaster to combat crime in the City.

FISCAL IMPACT/FINANCING

The total cost of this Agreement for the salary and employee benefits of one DDA III is \$162,086 for the period covering January 1, 2005 through December 31, 2005. The City is providing \$140,000 or 86.4 percent of the program cost. The remaining \$22,086 in funding will be provided by the District Attorney. Funding for this program has not been included in the District Attorney's FY 04-05 budget. However a Budget Adjustment is not included because the State of California, Board of Corrections will not extend the JOIN (Juvenile Offender Intervention Network) grant beyond December 31, 2004. This anticipated loss will more than offset the \$140,000 increase in funding from the City of Lancaster.

Upon receipt of the Board-approved Agreement, the LADA will bill the City on a quarterly basis for services provided by the District Attorney's Office.

If funding for this Agreement were terminated, an evaluation would be conducted to determine whether the program would either be continued with costs absorbed by the County, or discontinued with the reallocation of staff to a vacant budgeted position.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The DDA III assigned to this program will pursue appropriate criminal sanctions against targeted offenders, and criminal nuisance abatement actions. During the previous period of March 2002 until May 2004, the DDA III reviewed, and/or prosecuted, cases involving 159 defendants alleged to be involved in a wide variety of criminal activities. The DDA will also provide technical assistance to Los Angeles County Sheriff's personnel, community leaders, other City officials, and members of the community to assist in the development of a multifaceted strategy for improving public safety.

The City Council of Lancaster has approved and signed this Agreement. Approval and signature by the Chair of the Los Angeles County Board of Supervisors is required to fully execute the LCPP Agreement.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Lancaster LCPP does not propose attorney staff augmentation. Therefore, the District Attorney's Office is not subject to the Board motion of December 15, 1998, requiring clearance with the Alternate Public Defender, Probation, Public Defender and Sheriff's Departments.

The Honorable Board of Supervisors
December 28, 2004
Page Four

CONCLUSION:

Acceptance of this Agreement is strongly recommended.

Following Board action on this Agreement, the Executive Officer-Clerk of the Board is requested to return two copies of the adopted Board letter and Agreement, containing original signatures, to Rowena Asai, Grants Analyst, Los Angeles County District Attorney, 201 North Figueroa Street, Suite 1300, Los Angeles, California 90012. Any questions may be directed to Rowena Asai at (213) 202-7668.

Very truly yours,

A handwritten signature in black ink, appearing to read "Steve Cooley", with a large, stylized loop at the end.

STEVE COOLEY
District Attorney

ra

Enclosure

c: Chief Administrative Officer
County Counsel

AGREEMENT BY AND BETWEEN
THE COUNTY OF LOS ANGELES
AND
THE CITY OF LANCASTER FOR THE
LANCASTER COMMUNITY PROSECUTION PROGRAM (LCPP)

This Agreement is made and entered into by and between the County of Los Angeles, a political subdivision of the State of California ("COUNTY"), and the City of Lancaster, a general law city, under the laws of the State of California ("CITY"), both of whom are collectively referred to as the "PARTIES."

WHEREAS, the CITY is in need of a community prosecutor to implement a proactive anti-crime measure aimed at addressing quality of life issues concerning narcotics, prostitution, gang activity, and parolees at large, and to demonstrate the effectiveness of community prosecution as a viable solution to these concerns; and

WHEREAS, the COUNTY, through its Office of the District Attorney, with the CITY recognizes the need for a community prosecutor to implement anti-crime measures to mitigate quality of life issues raised by narcotics, prostitution, gang activity, and parolees at large; and

WHEREAS, during the period March 2002 through May 2004, the PARTIES to this Agreement cooperated in the establishment of the Lancaster Community Prosecution Program (LCPP), funded by the Bureau of Justice Administration (BJA) and COUNTY through an 'implementation and demonstration' grant; and

WHEREAS, central to the establishment of LCPP was the placement of a prosecutor, with specific training in community prosecution methodology; and

WHEREAS, the CITY with the help and guidance of the community prosecutor developed the following suite of proactive anti-crime measures known as the Lancaster Community Appreciation Project (LAN-CAP) to achieve the goals of the LCPP:

- a. Crime Free Rental Housing Program; an adaptation of a nation-wide program aimed at reducing the vulnerability of rental housing to criminal activity.
- b. LAN-CAP Deputies; a specialized directed patrol unit of Los Angeles County Sheriff's deputies dedicated to suppression of crime in and around rental housing.
- c. Nuisance Abatement By Seizure (NABS); the seizure and forfeiture of vehicles used in connection with nuisance crimes.
- d. Crime Free Zone; the enforcement of "stay-away" conditions of probation and parole in designated high-crime areas; and

WHEREAS, the CITY desires to enter into an Agreement with the COUNTY to implement the LAN-CAP as part of the LCPP within the territorial boundaries of the City of Lancaster;

NOW THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the PARTIES agree as follows:

1.0 PURPOSE

The purpose of this Agreement is to maintain one Deputy District Attorney at the Antelope Valley Branch of the District Attorney's Office, to perform services, as mutually agreed upon by both PARTIES, to implement the LAN-CAP as part of the LCPP, including providing technical assistance to Sheriff's personnel handling forfeiture proceedings, prosecutions and other procedures deemed appropriate by the PARTIES. These services shall be consistent with the laws of the State of California and the guidelines of the COUNTY and CITY.

2.0 TERM OF AGREEMENT

The term of this Agreement shall commence on January 1, 2005, ending December 31, 2005, unless sooner terminated as provided herein, and may be extended annually for up to four successive one year terms upon the mutual agreement of the PARTIES.

3.0 COUNTY OBLIGATIONS

COUNTY shall provide, on behalf of CITY, the services of one Deputy District Attorney to pursue appropriate criminal sanctions against targeted offenders and criminal nuisance abatement actions and to advise and work with the Sheriff's personnel and other law enforcement officers, community leaders, CITY officials, and other members of the community, to assist the CITY in the implementation of LAN-CAP. COUNTY shall have sole discretion in personnel matters including the selection, tenure and transfer of the Deputy District Attorney assigned to the LCPP. Specific tasks to be performed shall be subject to the approval of the Head Deputy, Antelope Valley Branch, COUNTY. COUNTY shall have sole and independent prosecutorial discretion to determine which matters should be filed as criminal or civil cases, and to give objective and impartial consideration to each individual case, including pleas and sentencing options. The assigned prosecutor will appropriately, independently, and pursuant to legal rules of ethics and professional responsibility which govern the actions of prosecuting attorneys, furnish to the CITY appropriate prosecutorial and LAN-CAP legal services. Subject to COUNTY's discretion, the specific activities shall include, but are not limited to:

3.1 The tracking of criminal and civil cases investigated pursuant to LCPP, as allowed by law;

3.2 The initiation of civil injunctive relief or forfeiture proceedings as allowed by law, including but not limited to, the abatement of public nuisances such as prostitution, illegal drug sales, gang activities and other conditions which have the tendency to lead to the commission of violent and serious criminal activity; and

3.3 The use of civil, quasi-criminal and criminal procedures as allowed by law in order to prosecute and punish offenders and reduce the incentives for criminal activities.

4.0 PAYMENT TERMS

The contract sum, authorized by the CITY hereunder shall not exceed \$140,000 for the twelve (12) month period of January 1, 2005- through December 31, 2005 which shall be the total monetary amount payable by the CITY to COUNTY for providing one Deputy District Attorney III (DDA III) to perform services for the LCPP, as specified in this Agreement. Should the PARTIES agree to extend the Agreement, the annual contribution in each subsequent year shall be limited to the negotiated costs between PARTIES, but not less than the first year amount of \$140,000.

4.1 COUNTY will bill the CITY quarterly for the services provided by COUNTY to the CITY for LAN-CAP.

4.2 Each quarterly payment by the CITY to COUNTY shall be due and payable upon receipt of the invoice for such quarter.

5.0 MUTUAL INDEMNIFICATION

5.1 The COUNTY shall defend, indemnify, and hold harmless the CITY, its officers, agents and employees from liability, loss, damage, or expense for death, bodily injury to persons, injury to property, or any other expense arising from either, to the extent that such liability, loss, damage, or expense is directly and proximately caused by the negligence or wrongful acts of COUNTY in the performance of LAN-CAP as part of the LCPP activities, and to pay on behalf of the CITY any and all claims, damages, judgments, defense costs, adjuster fees and attorney fees directly resulting there from.

5.2 The CITY shall defend, indemnify, and hold harmless the COUNTY, its officers, agents and employees from liability, loss, damage, or expense for death, bodily injury to persons, injury to property, or any other expense arising from either, to the extent that such liability, loss, damage or expense is directly and proximately caused by the negligence or wrongful acts of the CITY in execution of LAN-CAP as part of the LCPP activities and to pay on behalf of the COUNTY, any and all claims, damages, judgments, defense cost, adjuster fees and attorney feels directly resulting there from.

6.0 INVOICES AND PAYMENTS

6.1 All invoices under this Agreement shall be submitted to the following address:

City of Lancaster

City Manager

44933 North Fern Avenue

Lancaster, California 93534-2461

6.2 Invoices will be submitted on a quarterly basis and shall include a statement of actual costs of services provided.

6.3 Such payment will be made in accordance with the provisions as specified herein.

7.0 TERMINATION

This Agreement may be terminated by either party upon 30 days written notice. All costs incurred up to the date of termination shall be prorated and reimbursed accordingly.

AGREEMENT BY AND BETWEEN THE LOS ANGELES COUNTY
DISTRICT ATTORNEY AND THE CITY OF LANCASTER FOR THE
LANCASTER COMMUNITY PROSECUTION PROGRAM (LCPP)


IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by the Chairman and the seal of said Board to be hereto affixed by the Executive Officer-Clerk thereof, and the City of Lancaster has caused this Agreement for the Lancaster Community Prosecution Program to be signed by its duly authorized officers, the day, and year written hereunder.

COUNTY OF LOS ANGELES

CITY OF LANCASTER,

A municipal corporation

By: _____
Chairperson, Board of Supervisors

By:  _____
Acting City Manager


Date: _____

Date: 12/7/04

Attest: Violet Varona-Lukens
Executive Officer-Clerk of
The Board of Supervisors


Attest: Geri Bryan
City Clerk


By: _____
Deputy

By:  _____
City Clerk

APPROVED AS TO FORM BY
COUNTY COUNSEL:

APPROVED AS TO FORM BY:

By:  _____
Deputy

By:  _____
City Attorney